

RECORDATION NO. 23883-A
FILED

AUG 27 '10 -10 00 AM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

August 27, 2010

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Subordination Agreement, dated as of August 24, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement previously filed with the Board under Recordation Number 23883.

The name and address of the party to the enclosed document are:

Secured Party: Regions Bank
P.O. Box 249
Hutto, Texas 78634

Debtor: Georgetown Rail Equipment Company
111 W. Cooperative Way
Georgetown, Texas 78626

Chief, Section of Administration
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A description of the railroad equipment covered by the enclosed document is:

1 Eleven Car Slot Machine: GREX 60470
1 power unit: GREX 6002

A short summary of the document to appear in the index is:

Subordination Agreement.

Also enclosed is a check in the amount of \$41.00 payable to the order of the Surface Transportation Board covering the required recordation fee

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/bhs
Enclosures

AUG 27 '10 -10 00 AM

SUBORDINATION AGREEMENT

SURFACE TRANSPORTATION BOARD

WHEREAS, the undersigned, Regions Bank ("Creditor"), has a security interest in all rolling stock, whether now owned or hereafter acquired, of Georgetown Rail Equipment Company, a Texas corporation ("Debtor"); and

WHEREAS, Debtor has entered into a security agreement ("Security Agreement") with The Frost National Bank, a national banking association ("Secured Party") pursuant to which Debtor has granted Secured Party a security interest in one eleven car slot machine and one power unit described on Exhibit A attached hereto and made a part hereof (the "Released Equipment"); and

WHEREAS, Creditor is willing to subordinate its security interest in the Released Equipment to the rights of Secured Party.

NOW, THEREFORE, in consideration of the above premises and for other good and valuable consideration, receipt is hereby acknowledged, Creditor, for itself and its successors and assigns, hereby agrees that

(i) its security interest in the Released Equipment and in any proceeds arising out of the sale, lease or other disposition of the Released Equipment, shall be subordinate and junior to any security interest which Secured Party may have in the Released Equipment and any proceeds arising out of the sale, lease or other disposition thereof;

(ii) Secured Party may assign its rights hereunder to any person or entity ("Assignee") and that the security interest in the Released Equipment and any proceeds thereof of Creditor, its successors or assigns, shall be subordinate and junior to the security interest of any such Assignee;

(iii) Creditor will not, without the prior written consent of Secured Party, take any action to repossess or foreclose upon the Released Equipment or take any other action whatsoever to enforce or otherwise realize upon its interest in the Released Equipment, unless and until all of Debtor's obligations to Secured Party have been satisfied in full (it being understood that the foregoing does not prohibit Creditor from taking specific enforcement action against any assets of Debtor other than the Released Equipment; and

(iv) Secured Party, its agents or assigns, may move or otherwise repossess and foreclose upon the Released Equipment whenever it deems such action to be necessary or desirable in order to protect its security interest therein.

(v) This instrument is executed upon the express conditions that nothing herein contained shall be construed to release from the lien of the

aforesaid Security Agreement or to impair said lien upon any property subject thereto, except the Released Equipment.

In witness whereof, Creditor has caused this Subordination Agreement to be executed by its duly authorized officer as of the 24th day of August, 2010.

REGIONS BANK,
Creditor

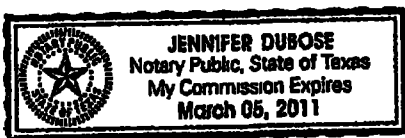
By: [Signature]

Name: JAMES WATKINS

Title: Senior Vice President

STATE OF TEXAS)
) ss:
COUNTY OF TRAVIS)

On this 24th day of August, 2010, before me, a Notary Public in and for said County and State, personally appeared James Watkins, who, being by me duly sworn, says that he/she is the Senior Vice President of REGIONS BANK that said instrument was signed on behalf of REGIONS BANK and he/she acknowledged that the execution of foregoing instrument was the free act and deed of REGIONS BANK.



Jennifer Dubose
NOTARY PUBLIC

My commission expires: 03/05/2011

EXHIBIT A

**One (1) Eleven (11) Car Slot Machine, identified as car GREX 60470 and one (1)
power unit GREX 6002**

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

8/27/10



Robert W. Alvord